

The Gazette



of India

PUBLISHED BY AUTHORITY

No. 37] NEW DELHI, SATURDAY, SEPTEMBER 11, 1954

NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 4th September 1954 :—

Issue No.	No. and date	Issued by	Subject
190	S.R.O. 2823, dated the 28th August 1954.	Ministry of Commerce and Industry.	Exclusion of certain classes of contracts relating to Indian Cotton from the operation of clause 4 of the Cotton Control Order, 1950.
	S.R.O. 2824, dated the 28th August 1954.	Ditto . .	Fixation of maximum and minimum prices of Indian Cotton of 1954-55 season to be sold and purchased.
191	S.R.O. 2825, dated the 30th August 1954.	Delimitation Commission, India.	Proposals in respect of the distribution of seats allotted to the State of Hyderabad in the House of the People and the seats assigned to the Legislative Assembly of that State.
192	S.R.O. 2826, dated the 30th August 1954.	Ministry of Commerce and Industry.	Specification of the date on which the Indian Power Alcohol Act, 1948, shall come into force in certain areas.
193	S.R.O. 2827, dated the 30th August 1954.	Delimitation Commission, India.	Final Order No. 16, in respect of distribution of seats to, and delimitation of Parliamentary and Assembly constituencies in the State of Orissa.
194	S.R.O. 2828, dated the 31st August 1954.	Ministry of Finance (Revenue Division)	Amendment made in the Notification No. 13-Customs, dated the 28th February 1953.
195	S.R.O. 2829, dated the 31st August 1954.	Delimitation Commission, India.	Proposals in respect of distribution of seats allotted to the State of Saurashtra in the House of the People and the seats assigned to the Legislative Assembly of that State.

Issue No.	No. and date	Issued by	Subject
196	S.R.O. 2830, dated the 1st September 1954.	Election Commission, India.	To fill a vacancy in the House of the People, caused by the death of Shri Bharat Lal Tudu.
	S.R.O. 2831, dated the 1st September 1954.	Ditto . . .	Appointment of dates with respect to bye-election to be held in the Midnapore-Jhargram, Parliamentary Constituency in the State of West Bengal.
197	S.R.O. 2832, dated the 1st September 1954.	Ministry of Home Affairs.	The Lushai Hills District (Change of Name) Act, 1954, shall come into force with immediate effect.
198	S.R.O. 2833, dated the 2nd September 1954.	Ministry of Finance (Revenue Division).	Exemption of groundnut oil exported from India, from so much of customs duty leviable as in excess of certain limit.
199	S.R.O. 2926, dated the 4th September 1954.	Central Board of Revenue.	Amendment made in the notification No. 21-Customs, dated the 2nd February 1952.
200	S.R.O. 2927 and S.R.O. 2928, dated the 4th September 1954.	Ministry of Finance (Revenue Division).	Amendments made in the notification No. 13-Customs, dated the 28th February 1953.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of this Gazette.

PART II—Section 3

Statutory Rules and Orders issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).

MINISTRY OF HOME AFFAIRS

New Delhi, the 3rd September 1954

S.R.O. 2938.—In exercise of the powers conferred by section 3 of the Indian Passport Act, 1920 (XXXIV of 1920), the Central Government hereby directs that with effect from the 4th September 1954, the following further amendment shall be made in the Indian Passport Rules 1950, namely:—

In sub-rule (1) of rule 4 of the said Rules, clauses (c) and (dd) shall be omitted.

[No. 4/1/54-Fl.]

FATEH SINGH, Dy. Secy.

New Delhi, the 1st September 1954

S.R.O. 2939.—In exercise of the powers conferred by clause (1) of article 258 of the Constitution, and in supersession of the notification of the Government of India in the late Home Department No. 51/12/36-Political, dated the 29th March 1938, the President hereby entrusts to the Governments of Part A States, with their consent, the functions of the Central Government under section 7 of the Explosive Substances Act, 1908 (VI of 1908).

[No. 25/1/54-Police(I).]

N. SAHGAL, Dy. Secy.

MINISTRY OF FINANCE (REVENUE DIVISION)

HEADQUARTERS ESTABLISHMENTS

New Delhi, the 1st September 1954

S.R.O. 2940.—The following notification by the Income-tax Investigation Commission is published for general information:

"NOTIFICATION"

It is notified for general information that the Income-tax authority mentioned in column (1) of the table attached to this notice has been authorised with effect from the date mentioned in column (2) thereof by the Income-tax Investigation Commission, without prejudice to his regular duties, to be authorised official under section 6 of the Taxation on Income (Investigation Commission) Act, 1947, and that under the provisions of the said Act, any person (including a person whose case is not under investigation) who is required by the said Authorised Official in the course of the investigation:

- (1) to produce accounts or documents; and/or
- (2) to give information in respect of such accounts or documents; and/or
- (3) to attend in person and answer questions on oath; and/or
- (4) to make or prepare statements on oath giving information on specified matters;

shall be bound to comply with his requirements notwithstanding anything in any law to the contrary. Failure to comply with the requirements of the said Authorised Official may amount to an offence under Chapter X of the Indian Penal Code.

Name and designation of the Authorised Official (1)	Date from which Authorised (2)	Address of the headquarters Office of the Authorised Official (3)
Shri K. Srinivasan, Income-tax Officer, W. Bengal, Calcutta.	6-8-54	Avenue House (2nd Floor), 1/C, Chowringhee Square, Calcutta.

[No. 82.]

NEW DELHI,
The 9th August 1954.

R. N. JAIN,
Secretary,
Income-tax Investigation Commission."

(Sd.) Illegible,
Dy. Secy.

CENTRAL EXCISES

New Delhi, the 3rd September 1954

S.R.O. 2941.—In exercise of the powers conferred by section 37 of the Central Excises and Salt Act, 1944 (I of 1944), the Central Government hereby directs that the following further amendment shall be made in the Central Excise Rules, 1944, namely:—

In rule 81 of the said Rules, for the word "peon", the word "sepoy" shall be substituted.

[No. 38.]

New Delhi, the 11th September 1954

S.R.O. 2942.—In exercise of the powers conferred by rule 8 of the Central Excise Rules, 1944, the Central Government hereby exempts, with effect from the 1st October 1954, the categories of matches specified in column 1 of the following Table from so much of the duty leviable thereon under the Central Excises and Salt Act, 1944 (I of 1944), as is in excess of the duty specified respectively against each category in column 2 of the Table:

TABLE

Column 1	Column 2
1. Matches, in boxes containing 60 matches on an average, if manufactured in a factory whose output does not exceed 25 gross of boxes per day.	Two rupee and ten annas per gross of boxes.
2. Matches, in boxes containing 40 matches on an average, if manufactured in a factory whose output does not exceed 25 gross of boxes per day.	One rupee and twelve annas per gross of boxes.

[No. 39.]

W. SALDANHA, Dy. Secy.

ORDER

STAMPS

New Delhi, the 3rd September 1954

S.R.O. 2943.—*Corrigendum.*—In the Ministry of Finance (Revenue Division) Order No. 6 dated 8th June, 1954, the following amendment to the Schedule annexed thereto shall be made:—

S. No.	As appearing in the Schedule		Correction	
	Name of the claimant	Claim case No.	Name of the claimant	Claim case No.
9	Mr. Sher Bahadu .	H. 216/49	Mr. Sher Bahadur .	H. 216/49
17	Mr. Ch. Mohd. Tufail .	H. 337/48	Mr. Ch. Mohd. Tufail .	H. 377/48
21	Syed Willayat Husain .	H. 105/48	Syed Wilayat Hussain .	H. 105/48
22	Mr. Zille Ahmed .	H. 14/49	Syed Zille Ahmed .	H. 14/49
23	Mr. Abdul Ghafoor .	H. 174/48	Mr. Abdul Ghafoor .	H. 175/48
33	Mr. Ghulam Mohammad	H. 344/47	Mr. Ghulam Mohd. .	H. 344/47
40	Mr. Mohd. Ibrahim .	H. 332/233/47	Mr. Mohd. Ibrahim .	H. 232/233/47
44	Mr. Karam Khan .	H. 138/48	Mr. Karam Khan .	H. 39/48
47	Mr. Mohd. Amin .	H. 26/47	Mr. Mohd. Amin .	H. 26/49

[No. 13.]

M. G. MATHUR, Under Secy.

MINISTRY OF COMMERCE AND INDUSTRY**RUBBER CONTROL**

New Delhi, the 6th September 1954

S.R.O. 2944.—In exercise of the powers conferred by sub-section (1) of section 13 of the Rubber (Production and Marketing) Act, 1947 (XXIV of 1947), the Central Government, after consulting the Rubber Price Advisory Committee, hereby directs that the following amendment shall be made in the Order published with the Notification of the Government of India in the Ministry of Commerce and Industry No. 30(5)Plant/52, dated the 27th October 1952, namely:—

In the said Order in Group 5 before the item 'Estate Brown Crepe—IX', and the entries relating thereto, the following item and entries relating thereto, shall be inserted, namely:—

"Estate Brown Crepe—Super IX. Rs. 133-8-0 Rs. 132-8-0".

[No. 30(5)-Plant/52.]

R. N. KAPUR, Under Secy.

New Delhi, the 7th September 1954

S.R.O. 2945.—The Central Government hereby notifies the nomination of Shri P. Poli Reddi by the Government of Andhra as a member of the Central Silk Board under clause (g) of sub-section 3 of section 4 of the Central Silk Board Act, 1948.

2. This Ministry's Notification S.R.O. 2765, dated the 26th August 1954, is hereby cancelled.

[No. 23(54)-CTB/53.]

S. A. TECKCHANDANI, Under Secy.

MINISTRY OF FOOD AND AGRICULTURE**(Agriculture)****CORRIGENDUM**

New Delhi, the 31st August 1954

S.R.O. 2946.—In this Ministry's notification No. F.25-8/54-AM, (S.R.O. 2481), dated the 22nd July 1954, appearing on pages 1825 to 1845 of the *Gazette of India* Part II—Section 3, dated the 31st July 1954,—

(i) In clause (a) of Schedule II of the Draft Cashew Kernels Grading and Marking Rules, 1954 (p. 1834) for the words "Cleaning.....Washing cardamoms", the words, "roasting, peeling disinfecting and packing in an inert atmosphere of cashew kernels and storage of the packed containers" shall be substituted.

(ii) In Schedule IV (page 1840) of the Draft Cardamom Grading and Marking Rules in the foot note beginning with a double asterisk, for the figure "51", the figure "5" shall be substituted.

[No. F.25-3/54-A.M.]

SWAMI DAYAL OBEROI, Under Secy.

CORRIGENDA

New Delhi, the 1st September 1954

S.R.O. 2947.—In the Ministry of Food and Agriculture notification No. F.2-56/52-Com-II, dated the 12th May 1953, omit the following words:—

"For a term of 3 years commencing."

[No. F.2-56/52-Com-II.]

S.R.O. 2948.—In the Ministry of Food and Agriculture notification No. F.2-56/52-Com-II, dated the 12th January 1954, omit the following words:—

"To 31st March 1956".

[No. F.2-56/52-Com-II.]

F. C. GERA, Under Secy.

New Delhi, the 6th September 1954

S.R.O. 2949.—In pursuance of the provisions of sub-clause (3) of clause 1 of the Foodgrains (Licensing and Procurement) Order 1952, the Central Government hereby directs that the said Order shall come into force in respect of milo and sorghum in the State of Andhra on the 11th September, 1954.

[No. PYII-652(29)/54(2).]

ORDER

New Delhi, the 6th September 1954

S.R.O. 2950.—In exercise of the powers conferred by Section 3 of the Essential Supplies (Temporary Powers) Act, 1946 (XXIV of 1946), the Central Government hereby directs that the following amendment shall be made in the Foodgrains (Licensing and Procurement) Order, 1952, namely:—

In the Schedule to the said Order, after item 9, the following items shall be inserted, namely:—

"10. Milo.

11. Sorghum."

[No. PYII-652(29)/54(1).]

S. N. BHALLA, Dy. Secy.

MINISTRY OF HEALTH

New Delhi, the 1st September 1954

S.R.O. 2951.—In exercise of the powers conferred by clause (e) of section 3 of the Dentists Act, 1948 (XVI of 1948), the Government of Orissa have nominated Dr. Pitbas Misra, L.M.P., L.D.Sc., Cuttack, as a member of the Dental Council of India with effect from the 9th August 1954.

[No. F.6-13/54-Med.]

New Delhi, the 6th September 1954

S.R.O. 2952.—In exercise of the powers conferred by clause (a), sub-section (1) of Section 3 of the Indian Medical Council Act, 1933 (XXVII of 1933), the Central Government hereby nominates Dr. H. B. N. Swift, M.B.B.S., M.R.C.S. (Eng.), D.P.H. (Lond.), Director of Health Services, Punjab, to be a member of the Medical Council of India vice Lt. Col. P. C. Dutta resigned.

[No. F. 5-6/50-MI.]

BABU RAM, Under Secy.

ORDER

New Delhi, the 6th September 1954

S.R.O. 2953.—Whereas it appears to the President that the public interests would be served by the establishment of Central Council of Local Self-Government;

Now, therefore, in exercise of the powers conferred by article 263 of the Constitution, the President hereby makes the following order:—

1. (i) There shall be a Central Council of Local Self-Government (hereinafter referred to as "the Council") consisting of the Union Minister for Health and the State Minister or Ministers for Local Self-Government and village panchayats.

(ii) The Union Minister for Health shall be the Chairman of the Council.

(iii) The Council shall have a secretarial staff consisting of a Secretary and such officers and servants as the Chairman, may with the approval of the Central Government, think fit to appoint;

2. The Council shall be an advisory body and in that capacity shall perform the following duties, namely:—

- (a) to consider and recommend broad lines of policy in regard to matters concerning local self-government in all its aspects;
- (b) to make proposals for legislation in fields of activity relating to local self-government matters, laying down the pattern of development for the country as a whole;
- (c) to examine the whole field of possible co-operation on a wide basis in regard to local self-government matters and to draw up a common programme of action; and
- (d) to make recommendations to the Central Government regarding the allocation of available financial assistance to local bodies including the village panchayats and to review periodically the work accomplished in different areas with such central assistance.

3. The Council shall in its conduct of business observe the following procedure, namely:—

- (a) the Council shall meet at least once in every year;
- (b) it shall meet at such time and place as the Chairman may appoint in this behalf;
- (c) five members (including the Chairman) shall form the quorum for a meeting of the Council;
- (d) the Chairman shall preside at every meeting of the Council, and in his absence from any meeting the members present shall choose some one of their number to preside;
- (e) all questions which may come before the Council at a meeting shall be decided by a majority of votes of the members (including the Chairman) present at the meeting, and in case of equality of votes, the person presiding shall have a second or casting vote;
- (f) experts and technical advisers may be permitted by the Council to attend its meetings, but not to vote.
- (g) the Council may, from time to time, with the approval of the Central Government, lay down rules of procedure for the conduct of its business.

[No. F.15-1/54-LSG.]

V. K. B. PILLAI, Secy.

MINISTRY OF TRANSPORT

(Transport Wing)

ORDER

New Delhi, the 1st September 1954

S.R.O. 2954.—In exercise of the powers conferred by section 192 of the Indian Merchant Shipping Act, 1923 (XXI of 1923), the Central Government hereby directs that the following further amendments shall be made in the Unberthed Passengers (Availability of Space) Order, 1953, namely:—

In the said Order,

1. In the preamble—

- (a) for the words “makes this Order prescribing in the case of unberthed passenger ships the number of superficial and of cubic feet of space to be available for unberthed passengers”, the words “makes the following Order” shall be substituted;
- (b) for the words “this Order” in the second place where they occur, the word “it” shall be substituted;
- (c) the words “on that subjects” shall be omitted.

2. For paragraph 17, the following paragraph shall be substituted, namely:—

"17. (1) (a) Notwithstanding anything contained in clause (a) of paragraph 5, every ship carrying passengers between India and East Africa or South Africa shall be provided with bunks for all passengers with effect from the 1st day of January 1955, and until that date, with either bunks or deck space of 18 sq. ft. per passenger.

(b) Every ship plying between India and Burma or Malaya, and every ship not covered by clause (a) engaged in a voyage the duration of which in ordinary circumstances exceeds 48 hours, shall be provided, with effect from the 1st day of January 1955, with bunks for not less than 25 per cent. of the total number of passengers which such ship is certified to carry.

(2) The size of the bunks shall be not less than 6 feet 3 inches long and 2 feet 3 inches wide inside measurement and the alley-ways between them shall not be less than 2 feet 3 inches. The bunks shall be situated not less than 2 feet from scupperways.

(3) Bunks shall be placed fore and aft as far as practicable, but if it is not possible to fit them fore and aft in the remaining available space they may be fitted athwartship.

(4) Double tier bunks shall be fitted in compartments provided that their height is of the following requirements:—

(a) the distance between the lower bunk and the upper bunk shall be not less than 2 feet 6 inches in ships which are not new ships, and 3 feet in new ships;

(b) the height of the lower bunk shall be not less than 1 foot 6 inches from the deck;

(c) the distance between the upper bunk and the toe of the beams shall be not less than 2 feet 6 inches in ships which are not new ships, and 3 feet in new ships.

(5) The space below the lower bunks shall be available for luggage.

(6) Suitable means shall be provided to enable passengers to enter upper bunks.

(7) The bunks shall be constructed preferably of steel and shall be of a type approved by the Director General of Shipping.

(8) Not more than one passenger, except in the case of children under the age of 12 years, shall be placed in or occupy the same bunk.

(9) Where bunks are fitted side by side, strong wire mesh or other suitable means of separation shall be fitted between them.

(10) Each bunk shall be fitted with a lee-board or boards or leerrail or rails.

(11) Each bunk shall be numbered and the number shall be conspicuously marked on it.

(12) Notwithstanding sub-paragraph (2), small bunks of the following dimensions may be fitted for children in any space or spaces where bunks of the size specified in that sub-paragraph cannot be fitted:—

For children between

1 and 3 years of age	—3' 6" x 1' 4"
3 and 8 " " "	—4' 6" x 1' 6"
8 and 12 " " "	—5' 3" x 1' 8"

Such small bunks shall be so constructed and fitted that there will be no danger of the children being thrown out of the bunk by the motion of the ship."

[No. 55-MA(10)/52.]

S. K. GHOSH, Dy. Secy.]

MINISTRY OF REHABILITATION

New Delhi, the 31st August 1954

S.R.O. 2955.—In exercise of the powers conferred by sub-section (1) of section 3 of the Displaced Persons (Claims) Supplementary Act, 1954 (No. 12 of 1954), the Central Government is pleased to appoint Shri Narain Tejumal as Settlement Officer for the purpose of performing the functions assigned to him by or under the said Act with effect from the afternoon of the 24th July 1954.

[No. 2(25)/SBII/54.]

M. L. PURI, Under Secy.

MINISTRY OF COMMUNICATIONS

(Posts and Telegraphs)

New Delhi, the 4th September 1954

S.R.O. 2956.—In exercise of the powers conferred by clause (b) of sub-section (2) of section 21 of the Indian Post Office Act, 1898 (VI of 1898), the Central Government directs that the following further amendments shall be made in the Indian Post Office Rules, 1933, namely:—

In rule 46-A,—

(i) after sub-rule (1), the following sub-rule shall be inserted, namely:—

“(1a) No article shall be transmitted by post which bears any stamp that was at any time, but is not now, in use for the payment of postage, or which has printed or otherwise impressed upon or attached to it, or any part of it, a facsimile, imitation, likeness, reproduction or representation of such stamp”.

(ii) in sub-rule (2), for the words, brackets and figure “of sub-rule (1)”, the words, brackets and figures “of sub-rule (1) or (1a)” shall be substituted.

[No. C.24-2/54.]

New Delhi, the 6th September 1954

S.R.O. 2957.—In exercise of the powers conferred by clause (c) of sub-section (3) of section 16 of the Indian Post Office Act, 1898 (VI of 1898), the Central Government hereby directs that postage stamps bearing the effigy of His Late Majesty King George V or His Late Majesty King George VI shall, with effect from the 1st October 1954, not be accepted in payment of postage or other sums chargeable under the said Act.

[No. H. 16-31/54.]

S.R.O. 2958.—It is hereby notified for general information that ordinary (public) and Service postage stamps including postcards, envelopes etc. bearing the effigy of His Late Majesty King George V or His Late Majesty King George VI will, with effect from the 1st October 1954, not be accepted in prepayment of postage or telegraph charges or other sums chargeable under the Indian Post Office Act, 1898 (VI of 1898), or the Indian Telegraph Act, 1885 (XIII of 1885).

2. Ordinary adhesive or embossed postage stamps of the above description may, however, be exchanged for current stamps of equivalent value free of cost at Indian Post Offices and Service postage stamps at Government Treasuries within *three months* from the aforesaid date, provided they are unused and unspoiled.

[No. H. 16-31/54.]

V. M. BHIDE, Dy. Secy.

New Delhi, the 6th September 1954

S.R.O. 2959.—In pursuance of sub-rule (2) of rule 135 of the Indian Aircraft Rules, 1937, the Central Government is pleased to appoint Shri R. Narayanaswamy, Joint Secretary, Ministry of Finance (Communications) to be a member of the Air Transport Licensing Board *vice* Shri S. Jayasankar, resigned.

[No. 11-A/1-54.]

K. V. VENKATACHALAM, Dy. Secy,

Central Excise Collectorate, Bombay

CENTRAL EXCISES

Bombay, the 31st August 1954

S.R.O. 2960.—In pursuance of Rule 233 of the Central Excise Rules, 1944, the Collector of Central Excise, Bombay directs that every manufacturer of composition of match-heads shall keep a correct daily account in the sub-joined Form R.G. 2-A instead of in Form R.G. 2 prescribed by Rule 58 of the Central Excise Rules.

FORM R.G. 2-A

Daily Account of Composition for Match-heads
(Rule 58)

Range
Circle
Division

Name of Factory

Date	Chemicals						Composition for Match-heads					Remarks
	Description	Opening Balance	Receipts	Quantity issued for manufacture of Match-heads Composition	Quantity wasted or destroyed	Closing Balance	Opening Balance	Quantity manufactured	Total of Cols. 8 and 9	Quantity despatched to match factories	Closing Balance	
1	2	3	4	5	6	7	8	9	10	11	12	13

NOTE.—Show in the remarks column (1) the names and addresses of factories to which composition for match-heads is despatched and the quantity supplied to each and (2) any quantity destroyed or otherwise disposed of, giving full particulars of such disposal.

[No. 37.]

S.R.O. 2961.—In pursuance of Rule 197 of the Central Excise Rules, 1944, I authorise the Chemical Examiner and the Assistant Chemical Examiners, Custom House Laboratory, Bombay, to exercise powers under Rule 197 of the said Rules.

[No. 38.]

A. V. VENKATESWARAN, Collector.

REGISTRAR JOINT STOCK COMPANIES**NOTICES**

Jullundur, the 23rd August 1954

In the matter of the Indian Companies Act VII of 1913 and of Rashtrya Store and General Mills Limited, Moga

S.R.O. 2962.—Notice is hereby given that the Rashtrya Store & General Mills Limited with its registered office at Moga has been brought under official liquidation by the orders of the High Court of Judicature at Simla dated the 9th April 1954 and Mr. Makhan Lal of M/s. Jindal & Co. Moga has been appointed its official liquidator.

A certified copy of the orders of the High Court has been duly recorded in the office of the Registrar Joint Stock Companies Punjab, Jullundur under section 172 of the Indian Companies Act, 1913.

DES RAJ NANDA,
Asstt. Registrar, Joint Stock Companies,
Punjab.

Nellore, the 23rd August 1954

NOTICE PURSUANT TO SECTION 247(3)

In the matter of the Indian Companies Act 1913 and the Indian Mica Supplies Ltd.

S.R.O. 2963.—Whereas the company has not replied to any of the office letters dated 18th June 1954 and 23rd July 1954 addressed to the company viz., The Indian Mica Supplies Ltd., at its registered office whether the company is carrying on any business or in operation.

And whereas it appears accordingly that the company "The Indian Mica Supplies Ltd." is not carrying on any business or in operation, notice is hereby given pursuant to section 247(3) of the Indian Companies Act 1913 that unless cause is shown to the contrary before the expiration of three months from the date of this notice the name of the said company will be dissolved.

M. CHELAPATHI RAO NAIDU,
Asstt. Registrar, Joint Stock Companies,

Tiruchirappalli, the 31st August 1954

NOTICE PURSUANT TO SECTION 247(5)

In the matter of the Indian Companies Act 1913 and the Sangili Industries Ltd.

S.R.O. 2964.—With reference to the notice dated 8th December 1953 published on pages 1123 and 1124 of Part II, Section 3 of the *Gazette of India*, dated 29th May 1954, the above company not having shown cause to the contrary within the time fixed, the name of the company has under Section 247(5) of the Indian Companies Act 1913, been struck off the register.

S. ALAGIRISWAMI CHETTIAR,
Asstt. Registrar, Joint Stock Companies, Tiruchirappalli

Trivandrum, the 31st August 1954

In the matter of the Indian Companies Act, VII of 1913 and in the matter of the All Travancore Yarn and Cloth Merchants' Association, Trivandrum

S.R.O. 2965.—Whereas information has been received that the above mentioned Association is not carrying on any business or is in operation, it is hereby notified under sub-section 3 of section 247 of the Indian Companies Act, VII of 1913, that at the expiration of three months from the date of this notice the name of the Association will, unless cause is shown to the contrary be struck off the Register and the Association will be dissolved.

In the matter of the Indian Companies Act, VII of 1913 and in the matter of the Thalayolaparambu Bank Ltd. (in liquidation), Pothi.

S.R.O. 2966.—Whereas the undersigned has grounds to believe that no liquidator is acting for the above Banking Company, it is hereby notified under section 247(4)

of the Indian Companies Act, 1913, that at the expiration of three months from the date of this notice the name of the company will unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

PURSUANT TO SECTION 247(4) INDIAN COMPANIES ACT, VII OF 1913

S.R.O. 2967.—Whereas from the fact that communications addressed to the Liquidators of the Companies mentioned below remain unanswered, it appears that the Liquidators of the said Companies are not acting, it is hereby notified under sub-section 4 of the Section 247 of the Indian Companies Act, VII of 1913, that at the expiration of three months from the date of this notice the name of the Companies will, unless cause is shown to the contrary be struck off the Register and the Companies will be dissolved.

1. Buildings and Lands Ltd., Trivandrum.
2. Novel Bank Ltd., Alleppey.

Trivandrum, the 2nd September 1954

PURSUANT TO SECTION 247(3) INDIAN COMPANIES ACT, VII OF 1913

S.R.O. 2968.—Whereas from the fact that communications addressed to the Companies noted below at their Registered offices remain unanswered, it appears that the Companies are neither carrying on business nor are in operation, it is hereby notified under sub-section 3 of section 247 of the Indian Companies Act, VII of 1913, that at the expiration of three months from the date of this notice the companies will, unless cause is shown to the contrary, be struck off the Register and the said Companies will be dissolved.

1. Southern Movies Ltd., Trivandrum.
2. West Coast Productions Ltd., Ambalapuzha.
3. Dare Trades Ltd., Changanacherry.
4. The General Engineering and Construction Co. Ltd., Trivandrum.
5. Thomas and Joseph Ltd., Meenachil.

P. J. VERGHESE,

Registrar, Joint Stock Companies, Trivandrum

Puddukottai, the 31st August 1954

In the matter of the Indian Companies Act, 1913 and Era Chit Fund Limited

S.R.O. 2969.—Whereas Communications addressed to the Era Chit Fund Ltd., at its registered office either remain unanswered or are returned undelivered by the Post Office.

And whereas a notice, dated the 22nd April, 1954 was published on page 937 of the *Gazette of India*, Part II—Section 3, dated the 8th May 1954, pursuant to section 247(3) of the Indian Companies Act 1913, to the effect, that, unless cause was shown to the contrary before the expiration of three months from the date of that notice, the name of the said company would be struck off the register and the said company would be dissolved.

And whereas the said company has not shown such cause within the time allowed which expired on the 8th August 1954.

Therefore the name of the company has, under section 247(5) of the Act, been struck off the register.

S. V. KRISHNAN,

Asstt. Registrar, Joint Stock Companies, Puddukottai.

Delhi, the 1st September 1954

NOTICE UNDER SECTION 247(4) OF THE INDIAN COMPANIES ACT, 1913

In the matter of All India Insurance Ltd.

S.R.O. 2970.—Whereas All India Insurance Ltd. is being wound up and it is believed that either no liquidator is acting or the affairs of the company have fully wound up. It is hereby notified that at the expiration of three months from the date hereof, the name of the company will unless cause is shown to the contrary, be struck off the Register and the Company will be dissolved.

[No. C278/JSC.]

(Sd.) Illegible,

Registrar, Joint Stock Companies, Delhi.

Coimbatore, the 3rd September 1954

NOTICE PURSUANT TO SECTION 247(3)

In the matter of the Indian Companies Act, 1913 and Sri Srinivasa Ginning Company Limited

S.R.O. 2971.—Whereas the Taluk Magistrate who visited the registered office of the Sri Srinivasa Ginning Company Limited on 17th September 1953 has reported that it was not working;

And whereas the abovenamed company has stated in its letters dated 18-3-1954 and 30-8-1954 that it has ceased to function and that it is not now in operation;

And whereas it appears accordingly that the Sri Srinivasa Ginning Company Limited is not carrying on business or is not in operation:

Notice is hereby given pursuant to Section 247(3) of the Indian Companies Act, 1913, that unless cause is shown to the contrary before the expiration of three months from the date of this notice, the name of the said company will be struck off the register and the said company will be dissolved.

P. SUBRAMANIAM, Asstt. Registrar,
Joint Stock Companies.
Coimbatore.

MINISTRY OF LABOUR

New Delhi, the 1st September 1954

S.R.O. 2972.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (XXXIV of 1948), the Central Government hereby appoints the 1st September 1954 as the date on which the provisions of Chapters I, II, III, VA, VII and VIII and sections 44 and 45 of Chapter IV of the said Act shall come into force in the following tribal areas specified in Part A of the Table appended to paragraph 20 of the Sixth Schedule of the Constitution, namely:—

- (i) The United Khasi-Jaintia Hills District.
- (ii) The Garo Hills District.
- (iii) The Lushai Hills District.
- (iv) The North Cachar Hills.
- (v) The Mikir Hills.

[No. SS.121(13)B.]

K. N. NAMBIAR, Under Secy.

New Delhi, the 2nd September 1954

S.R.O. 2973.—In exercise of the powers conferred by sub-section (3) of section 8 of the Provident Funds Act, 1925 (XIX of 1925), the Central Government hereby adds to the Schedule to the said Act the following public institution, namely:—

"The Bombay Dock Labour Board, established under the Bombay Dock Workers (Regulation of Employment) Scheme, 1951."

[No. Fac.73(51) (i).]

S.R.O. 2974.—In exercise of the powers conferred by sub-section (2) of section 8 of the Provident Funds Act, 1925 (XIX of 1925), the Central Government hereby directs that the provisions of the said Act shall apply to the provident funds established for the benefit of the reserve pool workers registered under the Bombay Dock Workers (Regulation of Employment) Scheme, 1951, and of the employees of the Bombay Dock Labour Board and the Administrative Body established under the said Scheme.

[No. Fac. 73(51)(ii).]

New Delhi, the 3rd September 1954

S.R.O. 2975.—The following draft of certain further amendments in the Calcutta Dock Workers (Regulation of Employment) Scheme, 1951, which it is proposed to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (IX of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 15th October 1954.

Any objections or suggestions which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

Draft amendments

In clause 36 of the said Scheme—

(i) After sub-clause (2), the following clauses shall be inserted, namely:—

“(2A) Where in a case reported to the Special Officer under sub-clause (2) he is of opinion that the act of indiscipline or misconduct is so serious that the worker should not be allowed to work any longer, the Special Officer may, pending investigation of the matter and the passing of orders thereon under sub-clause (2), by order in writing delivered to the worker, suspend him.

(2B) Where a worker has been suspended by an order under sub-clause (2A), he shall for the period of suspension be paid a subsistence allowance equivalent to the attendance wages provided in clause 24, and such allowance shall not be recoverable or liable to forfeiture in any case whatsoever:

Provided that where a worker is found not guilty, he shall be entitled to such payments as he would have received under clause 34, the period of suspension being treated as excused attendance for the purpose of that clause:

Provided further that where subsistence allowance has been paid during a particular period, attendance wages under clause 24 shall not be payable in respect of that period.”

(ii) In sub-clause (4), for the expression “sub-clauses (1) and (2)”, the expression “sub-clauses (1), (2) and (2A)” shall be substituted.

[No. Fac. 74(25).]

P. M. SUNDARAM, Dy. Secy.

New Delhi, the 4th September 1954

S.R.O. 2976.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial disputes between Messrs. Butter-worth & Farmer and eighteen other stevedore firms and their workmen:—

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA,

20/1, Gurusaday Road, Ballygunge, Calcutta-19.

PRESENT

Shri C. Bhaktavatsalu Naidu, B.A., B.L.—*Chairman.*

(Reference No. 2 of 1954)

BETWEEN

Messrs. Butter-worth & Farmer and eighteen other stevedore firms specified in Schedule I of the Ministry of Labour, Government of India, Order No. LR.2 (446), dated the 3rd February 1954, represented by the Master Stevedores Association, Calcutta.

AND

Their workmen, represented by the Dock Mazdoor Union, Calcutta.

APPEARANCES

Mr. J. P. Frearson of M/s. Butterworth & Farmer, Stevedores, for the Master Stevedores Association, Calcutta.

Shri Bishwanath Dubey, General Secretary, assisted by Shri Sisir Roy for the Dock Mazdoor Union, Calcutta.

AWARD

By Order No. LR. 2(446), dated the 3rd February 1954 the industrial dispute in relation to each of the stevedore firms specified in Schedule I to the said order and their workmen regarding the matters specified in Schedule II thereof was referred to this Tribunal for adjudication. In Schedule I originally the names of 20 Stevedore firms were mentioned but by Order No. LR. 2(446), dated the 1st May 1954 the name of Messrs. B.I.S.N. Co. Ltd., was deleted. The points of dispute set out in Schedule II are:

“(1) Minimum number of gangs to be employed per hook for handling (i) tea chests and (ii) gunny bales.

(2) Number of tea chests or gunny bales to be handled per hook.”

2. Usual notices were issued to the parties directing the workmen to file the statement of claims on or before the 12th March 1954 and directing the employers to file a written statement by the 3rd April 1954. On the 12th March 1954 the General Secretary of Dock Mazdoor Union filed a petition for directions regarding the filing of the statement of claims. A preliminary hearing was held on the 18th March 1954 and the parties were heard. Having heard arguments of both sides and also perused the records relating to the conciliation proceedings an order was passed on the 3rd April 1954 directing the employers to file a statement of claims at first on or before the 17th April 1954 and the Union was directed to file the written statement on or before the 1st May 1954. On the 15th April 1954 the Master Stevedores Association filed a petition asking for extension of time to file statement of claims by one month on the ground that an appeal was being preferred against my order dated the 3rd April 1954. This petition having been disallowed, a further petition was filed on the 4th May 1954 stating that an appeal had been filed and that time should be extended by one month for filing the written statement on the footing that the appeal would be disposed of by that time. An order was passed on that day granting a fortnight's time to file the statement or for obtaining a stay order from the Appellate Court. A written statement was finally filed by the employers on the 19th May 1954. The appeal filed by the employers (Appeal No. Cal. 112/54) was not pressed and was accordingly dismissed on 31st May 1954. The Union filed a written statement on the 11th June 1954 and a rejoinder was filed by the employers on the 19th July 1954.

3. The employers in their written statement averred that towards the end of 1950 disputes developed between the stevedores and some of their workmen as to the number of gangs that were to be employed for loading cargo and that in view of the go-slow methods adopted by the workmen and consequent interruption in the normal work in the port of Calcutta, conciliation proceedings started and an agreement was arrived at on the 31st January 1951. The employers stated that the workmen demanded that two gangs should be booked per hook of a single sling in every case irrespective of the weight to be lifted in the sling, whereas the stevedores contended that the number of gangs should be regulated according to the weight loaded in the sling. The material terms of the said agreement dated the 31st January 1951 are then set out under which an Expert Committee came to be formed. The decision of the Expert Committee dated the

28th March 1951 is set out in the written statement in full. Then it is stated that the Dock Labour Board set up under the Calcutta Dock Workers (Regulation of Employment) Scheme, 1951, has not modified the said decision of the Expert Committee in any manner. It is also stated that towards the middle of 1951 disputes arose as to the interpretation of some of the decisions of the Expert Committee and a Reference was made by the Central Government to this Tribunal regarding disputes relating to the interpretation of three of the decisions of the Expert Committee, *viz.*

- "(1) a minimum of one gang per hook per single sling weighing up to but not including one ton ;
- (2) single sling of bag cargo should consist of not less than 12 bags and booking of labour shall be done on weight basis, the minimum 2 gangs being booked when double slings are worked ;
- (3) when gangs are booked to handle cargoes which are likely to adversely affect the human system it is recommended that relief gangs should be booked."

These three items are exact reproduction of paragraphs 2, 8 and 9 of the Expert Committee's decision.

4. It is also stated by the employers that this Tribunal made its award on the 8th November 1952 accepting the contentions of the stevedores on issues Nos. (2) and (3) and repelling the contention of the stevedores in respect of issue No. (1) ; that the Master Stevedores Association filed an appeal against the said award and that on the 12th March 1954 the award of this Tribunal was set aside by the Appellate Tribunal accepting the contention of the stevedores that they could adjust the weight to be loaded at a time in a sling for the purpose of booking the labour gangs. The employers therefore state that the Expert Committee adopted the principle of linking the number of gangs to the weight of the load placed in the sling; that the said decision applied to the handling of all kinds of load including tea chests and gunny bales; that the Expert Committee did not lay down any rule as to the number of packages, bales or chests that were to be put on each sling; that the only restriction laid down was that when the cargo was bag cargo, that is, cargo packed in gunny bags a single sling should consist of not less than 12 bags; that the Committee did not interfere or consider it proper to interfere with the discretion of the stevedores in the matter of adjusting the weight or the number of packages or bales or chests that were to be loaded in a sling at a time and that in fact, as tea chests and gunny bags are of varying sizes and weights no fixed rule can be laid down as to the number of tea chests or gunny bales that could or should be handled per hook. The employers contend that apart from ensuring that the safety rules of the port are not violated in adjusting the weights or number of tea chests or gunny bales, there is no restriction on the right of the stevedores to load their slings in such manner as they deemed best except to the extent laid down by the Expert Committee and that there is no reason why the Expert Committee's terms and conditions should be changed or fresh restrictions should be imposed as to the manner in which they should load the ships. The employers submit that the minimum number of gangs to be employed per hook for handling tea chests and gunny bales should be linked to the weight loaded in the hook and should be as laid down in the decision of the Expert Committee; that no restriction should be placed on the number of tea chests or gunny bales to be handled per hook and that an award should be made permitting the stevedores to work in accordance with the rules laid down in the decision of the Expert Committee and in accordance with the award of the Appellate Tribunal.

5. In the written statement filed by the Union it is stated that the employers have not made any clear, distinct, and specific claims in regard to the matters specified in Schedule II of the Order of Reference and that the allegations in the paragraphs 1 to 8 of the written statement are wholly irrelevant and are not admitted. The Union states that on the 30th October 1953 in the course of conciliation proceedings a settlement was arrived at between Messrs. Beney Madhab Mookerjee & Co., one of the employers regarding (1) minimum number of gangs to be employed per hook for handling tea chests and (2) number of tea chests to be handled per hook in the following terms, *viz.*

- (i) 1½ gangs to be employed, and
- (ii) 18 tea chests to be loaded in a tray

and that the President of the Master Stevedores Association himself represented Messrs. Beney Madhab Mookerjee & Co. The Union also states that on the 11th November 1953 the matters specified in Schedule II to the Order of Reference were finally settled in the course of conciliation proceedings between

the Dock Mazdoor Union and the Stevedores of Calcutta and that employers have not set forth any grounds in the written statement as to why the said two settlements should not remain binding upon the industry as a whole. The Union therefore submits that the matters specified in Schedule II of the Order of Reference be decided in terms of the said settlements arrived at in the course of the conciliation proceedings.

6. In the rejoinder the employers reiterate the allegations made in the written statement and state that the alleged agreement with Messrs. B. M. Mookherjee & Co. is irrelevant as it is said to have been made when there was a go-slow strike with reference to the loading of tea chests in S. S. "Mathura" and "Martand" and the agreement was arrived at to ensure that loading of the said two ships which were finishing ships was not protracted. It is stated that the said agreement applied only to the said two particular ships and was of a purely temporary nature as stated in the agreement; that after the loading of the two ships was completed Messrs. B. M. Mookherjee & Co. went back to the normal method of loading cargo in accordance with the recommendations of the Expert Committee. It is also stated that the said agreement was signed by Shri K. C. Mookherjee as a managing partner or Messrs. B. M. Mookherjee & Co. and not in his capacity as the President of the Master Stevedores Association and that as the Master Stevedores Association were not parties to the said agreement they are not bound by the same. The employers deny that in November 1953 or on any other day the matters specified in Schedule II or any of them were finally or at all settled in the course of conciliation proceedings. They state that the alleged settlement between the Calcutta Stevedores Association and the Union cannot amount to a settlement between the stevedores and the Union; that the stevedores had no knowledge of the agreement and were not parties to the same; that the members of the Calcutta Stevedores Association deal mainly with transships and load mostly ore and handle very little tea in chests or gunnies; that the Calcutta Stevedores Association deal with less than 10 per cent. of the total tonnage loaded at the port of Calcutta, while the Master Stevedores Association deal with 90 per cent. of the cargo. The employers deny that the alleged settlement is binding on the industry or that an award could be made in terms of the same.

7. The enquiry commenced on the 12th August 1954 and concluded on the 16th August 1954. Five witnesses were examined on behalf of the employers and the Regional Labour Commissioner (Central). Calcutta, was examined as a witness on behalf of the Union. Exhibits 1 to 7 and 7(a) were marked for the employers and Exhibits A, B, B(1), B(2) and C were marked for the Union. At the enquiry Mr. J. P. Frearson of Messrs. Butterworth & Farmer, Stevedores, represented the Master Stevedores Association and Shri Bishwanath Dubey, General Secretary, assisted by Shri Sisir Roy, represented the Dock Mazdoor Union, Calcutta.

The questions referred for adjudication are

- (1) Minimum number of gangs to be employed per hook for handling
 - (i) tea chests and (ii) gunny bales.
- (2) Number of tea chests or gunny bales to be handled per hook.

8. In order to properly appreciate the circumstances that gave rise to this dispute, it would be necessary to examine the state of affairs that existed prior to 1951 when a number of demands had been made by the workmen employed by the stevedores and these demands were not acceded to by the stevedores. There were disputes which related to the recognition by the stevedores of the Union which is a party to this Reference. There were also disputes regarding the number of gangs to be booked per hook, regarding overtime wages, dearness allowance, wages when work could not be found for the full period of 8 hours to the day or night shift workers and also with the rate of what was called "disappointment allowance." These demands of the workmen not having been met by the stevedores, there was considerable unrest among the workmen who adopted slow-down methods which interfered with the normal working in the port. This gave rise to conciliation proceedings before the Regional Labour Commissioner (Central), Calcutta. As a result of conciliation an agreement was arrived at on the 1st January 1951 between the Dock Mazdoor Union and the Master Stevedores Association who are now parties to this reference. Ex. 1(a) sets out the terms of the agreement which was signed by Shri K. C. Mookherjee, President, Master Stevedores Association, and Shri Bishwanath Dubey, General Secretary, Dock Mazdoor Union. This agreement was also signed by Shri A. Tilib, the then Regional Labour Commissioner (Central), Calcutta. Under this agreement the Dock Mazdoor Union was agreed to be recognized by the Master Stevedores Association. The dock workers were

to forthwith resume work in accordance with the standards and practice prevailing prior to the development of the situation then existing. There was also agreement regarding full day's wages to be paid to labour under certain conditions, regarding dearness allowance to all categories of stevedores labour, regarding "disappointment allowance" which was to be increased by 50 per cent. regarding overtime allowance etc. It was also agreed that the Government of India should be requested to take necessary steps for the early formation of a Dock Labour Board and that other items should be kept in abeyance till the creation of the Board. As regards determining the number of gangs to be employed per hook it was agreed that an Expert Committee consisting of 7 members should be set up and that the decisions of the Committee or a majority of the members of the Committee shall be accepted as final and binding on both parties until modified by the Dock Labour Board which was to be set up under the decasualization scheme.

9. The Expert Committee was accordingly constituted and the Committee gave its unanimous decision on the 28th March 1951 and the same are embodied in Ex. 1. It would be useful to set out the said decisions as reference will have to be made to many of them during the course of this award. They are:

- "(1) In all cases, the booking should be subject to a minimum of 1 gang per hook.
- (2) A minimum of one gang per hook per single sling up to but not including one ton.
- (3) A minimum of $1\frac{1}{2}$ gangs per sling weighing one ton and up to but not including $1\frac{1}{2}$ tons.
- (4) A minimum of two gangs per sling weighing $1\frac{1}{2}$ tons and up to but not including 2 tons.
- (5) For two tons and over gangs to be increased in proportion to the weight on the above basis.
- (6) A minimum of two gangs for all double slings.
- (7) Heavy lifts; labour to be booked as required according to the prevailing practice.
- (8) Single sling of bag cargo should consist of not less than 12 bags and booking of labour should be done on the weight basis, a minimum of two gangs being booked when double slings are worked.
- (9) When gangs are booked to handle cargoes which are likely to adversely affect the human system, it is recommended that relief gangs should be booked.
- ~~(10) Stevedores will book more gangs per hook than the minimum quoted above where circumstances call for it, example: double and/or difficult finishing ships, blocking up when the ship is in a hurry.~~
- (11) If any stevedore has been more liberal in the booking of labour than the above schedule, under any condition, it is recommended that he should continue the practice, but the stevedore will be the sole arbitrator of such conditions.
- (12) In the event of labour being required to work in lighters not less than units of a $\frac{1}{4}$ gang (four men) per hook will be put in each boat, provided that there are less than four men supplied by the lighter company a full gang will be provided per hook."

10. The Dock Labour Board referred to in clause (9) of the agreement dated the 31st January 1951 has been constituted but it has not yet modified the decisions of the Expert Committee in any manner. The decisions which have been given in pursuance of the agreement arrived at in conciliation proceedings are binding upon all the parties under section 19 of the Industrial Disputes Act, 1947 and since no period has been stipulated in the settlement it shall be binding, as per Section 19(2) of the Act, of a period of six months and shall continue to be binding on the parties after the expiry of the said period until the expiry of two months from the date on which a notice in writing of an intention to terminate the settlement is given by one of the parties to the other party or parties to the settlement. It is admitted that such a notice has not been given by any of the parties and there can be no doubt and it is practically admitted that these decisions of the Expert Committee are still binding on the parties.

11. About the middle of 1951 disputes arose as to the interpretation of decisions which are numbered (8) and (9) in Ex 1 and these disputes were referred for adjudication by the Tribunal. This Tribunal made its award on the 8 November 1952 by which the case of the stevedores on Item No. (1) dealing

with decision in paragraph (2) of the Expert Committee was repelled and their case on the other two points set out in paragraphs (8) and (9) of the Expert Committee's decision were accepted. The Master Stevedores Association filed an appeal against the award. The Labour Appellate Tribunal by its decision dated the 12th March 1954 set aside the award of this Tribunal holding that on the construction of paragraph 2 of the Expert Committee's decision the stevedores can adjust the weights to be loaded at a time in a sling for the purpose of booking labour gangs. In giving this decision the Labour Appellate Tribunal observed as follows:

"The absence of any direction to maintain the prevailing practices and standards or of any provision restricting the number of packages etc. to be loaded in a sling at a time in paragraph 2 of the said decision leads to the conclusion that the Expert Committee did not intend to interfere with the discretion of the stevedores in the matter of adjusting the weight to be loaded in the slings at a time for the purpose of booking labour gangs. It is, however, needless to say that in adjusting the weights to be lifted the safety rules of the port must not be violated."

12. The result of this decision is that the discretion of the stevedores in the matter of adjustment of the weight to be loaded has been left uninterfered with. The stevedores maintain that this discretion should be allowed to continue in them as per decision of the Expert Committee which was affirmed by the decision of the Labour Appellate Tribunal and they say that there could not be any fixation of the number of tea chests or packages or of the number of gunny bales for the simple reason that the sizes and weights of the tea chests or packages and the gunny bales vary to a large extent.

13. The Union has not controverted this aspect of the matter but simply brushed aside the allegations made by the employers in paragraphs (1) to (8) of their written statement as wholly irrelevant. They depend upon the agreement which was arrived at on 30th October 1953 between themselves and between Messrs. B. M. Mookherjee & Co., one of the employers and also on the agreement dated the 11th November 1953 entered into in the course of conciliation proceedings between the Union and the Calcutta Stevedores Association. These agreements have been marked as Exhibits B and C. Under these agreements 18 tea chests (large size) and 40 tea chests (smallest size) should be handled by the workmen and in each case 1½ gangs should be provided. In the case of gunny bales 1½ gangs should be provided in the cases of 2 bales of 13 c.w.t. each or 3 bales of 9 c.w.t. each or 4 bales of 4 c.w.t. each. It is seen that the total weight of the gunny bales in the first two cases would exceed one ton but that in the third case the weight would be below one ton. So far as tea chests are concerned it would not be possible to predict the weight as in some cases the total weight would be less than a ton even if there are 20 tea chests. This would be clear from the photographs produced by the employers and marked as Exhibits 2 series. The 20 chests shown in Ex. 2 (a) weigh 1 ton 3 c.w.t. and 16 lbs. while the 20 tea chests shown in Ex. 2(c) weigh about 1 ton 5 c.w.t. The 16 tea chests shown in Ex. 2(d) weigh only just over half a ton so that even if 4 more chests of a similar size and weight are added the weight will not exceed 1 ton. Similarly the 3 bales of gunnies as per Ex. 3 weigh over 1½ tons while the 3 gunny bales shown in Ex. 3 (a) weigh less than one ton. The provisions in this agreement show that a minimum of 1½ gangs have to be provided even though in some cases the weight may not come up to one ton. These agreements are therefore inconsistent with the decisions of the Expert Committee whereby a minimum of one gang per hook per single sling up to but not including one ton has been prescribed and a discretion has been given to the stevedores to adjust the number of chests or packages or gunny bales. The Union however rely upon paragraphs (10) and (11) of the Expert Committee's decisions. So far as paragraph 10 is concerned it is admitted that in case of doubtful and/or difficult finishing ships and of blocking up of ship in a hurry more gangs are engaged. The whole controversy arises in regard to paragraph 11 whereby "if any stevedore has been more liberal in the booking of labour than the above schedule [those provided in paragraphs (2) to (5)] under any condition it is recommended that he should continue the practice, but the stevedore will be the sole arbitrator of such conditions."

14. The contention on behalf of the Union is that these stevedores who are members of the Master Stevedores Association have been more liberal in the past in providing gangs and they should continue the practice and that therefore the agreements evidenced by Exs. B and C being reasonable should be made binding upon the Master Stevedores Association.

15. The answer of the employers is that the agreement Ex. B was entered into by Shri K. C. Mookherjee in his individual capacity as a managing partner of Messrs. B. M. Mookherjee & Co. and not on behalf of the Master Stevedores Association of which he is the President and that therefore it cannot bind the Master Stevedores Association. They also state that this agreement was entered into only with reference to the two ships viz. S. S. 'Martand' and 'Mathura' and cannot have any application even to these ships when they come on their subsequent voyages to this port. The agreement itself provides that the arrangement applies only to the two ships viz. S. S. "Mathura and "Martand." It is unnecessary to consider whether they would apply to those ships when they come to the Port on their subsequent voyages. There is no doubt the evidence of Shri A. K. Mukherjee, the Deputy Dock Manager, Calcutta Port Commissioners, who says that "a vessel on her subsequent voyage is always treated as a separate steamer and this is particularly significant as it is given a different rotation number by the Collector of Customs on each of her entries, that is, in other words steamer's subsequent arrival in this Port is always regarded as a fresh vessel and it has nothing to do with the previous voyage." If this evidence is accepted there can be no doubt that the agreement refers only to that particular voyage. Even otherwise Ex. B contains only a temporary arrangement as even in that agreement it is stated that "a further joint meeting will be held preferably within the next week in the office of the Regional Labour Commissioner (Central), Calcutta in order to arrive at a final settlement and the President of the Master Stevedores Association, Calcutta, may be invited in the above meeting."

16. So far as Ex. C is concerned it is an agreement signed by Shri Bishwanath Dubey on behalf of the Dock Mazdoor Union and by the Vice-President Shri N. C. Ghosh and Shri P. Mukherjee, Stevedores, representing the Calcutta Stevedores Association. The Union has examined Shri G. S. Ahluwalia (WW-1), Regional Labour Commissioner (Central), Calcutta, in order to prove these two agreements. His evidence fully supports the case of the Union that the representatives of the Master Stevedores Association were present at the meeting which was called for the 2nd November 1953 and that the representatives in effect agreed to the terms of Ex. C but went back to take the formal sanction of the members of his Association before signing but never returned.

17. It is no doubt true that Shri K. C. Mookherjee, examined as EW-1, does not remember that there was a joint meeting or discussion as regards this matter and if after certain formulae were arrived at he went to obtain the sanction of the Association; but there is no reason for discrediting the evidence of the Regional Labour Commissioner (Central) who has sent a report of what took place at the said meeting. Ex. B(2) is a copy of the interim report and it sets out in paragraphs 5, 6 and 7 what exactly took place. As regards the attitude of the representative of the Master Stevedores Association, the report states as follows:

"As for the representatives of the M.S.A., it was stated that they could not agree or disagree as enjoined upon them by their Association; they had been instructed to discuss the matter in the joint meeting and report results of the same to the Association. I explained that they might agree or not, but inasmuch as we all had met for discussions, obviously whatever found favour with those present would appear to be a formula evolved in the light of the discussion in which the representatives of the M.S.A. as also any one else had also had their say. In other words, it amounted to saying that everybody after having had his say, had, more or less, been convinced of the reasonableness of the formula evolved. If he did not have a mandate from his principals to agree here finally, he could convince them in turn. Thus understood, 18 tea chests (large size) as against the employment of 1½ gangs appeared to be the solution."

18. Whatever might have been the attitude of the representatives of the Master Stevedores Association who attended the meetings it is admitted that none of them turned up subsequently and they did not sign the agreement. The agreement cannot therefore bind the members of the Master Stevedores Association.

19. Shri Bishwanath Dubey on behalf of the Union stresses the equity of the matter and states that when the President of the Association had agreed in his own case to the fixation of the number of tea chests and the gunny bales and when he as representative of the Master Stevedores Association was convinced of the reasonableness of the agreement as evidenced by Ex. C it is but just that the members of the Association should be made to accede to the terms of the agreement. He also stresses the point that under paragraph 11 of the Expert Committee's decision the employers who are members of the Master

Stevedores Association and who were admittedly more liberal in the booking of labour should be made to continue the practice. Apart from the fact that the representatives of the Master Stevedores Association have not signed the agreement there is also the further fact that the stevedores who are members of the Calcutta Stevedores Association have not much to do with the loading or unloading of the tea chests or gunny bales. Exhibits 4, 4(a), 4(b), 5, 5(a), 5(b), 6, 6(a), 7 and 7(a) have been filed to substantiate this. Shri S. C. Bose has proved the Exhibits 4, 4(a) and 4(b) and their authenticity and correctness have not been seriously questioned. Exs. 5, 5(a) and 5(b) as well as Exs. 6 and 6(a) have been prepared by Mr. E. I. Brown (EW-5), Secretary of the Master Stevedores Association and he has proved them. The purpose of these documents is merely to show that the bulk of the work of loading and unloading of tea chests and gunny bales is in the hands of the Master Stevedores Association.

20. A point is sought to be made out on behalf of the Union that while the work in the hands of the Master Stevedores Association is about 91.61 per cent. in the case of tea chests, about 75.81 in the case of gunny cloth, it is only about 14 per cent. in the case of gunny bags. But it is pointed out that these figures do not represent the whole of the work attended to by the Master Stevedores Association but deal only with the work relating to certain steamships and do not therefore represent the correct picture. The evidence of Shri A. K. Mukherjee (EW-2) shows that so far as loading of tea chests and gunny bales are concerned the Master Stevedores Association deal with 96 per cent. and the Calcutta Stevedores Association deal with 4 per cent. approximately. The Calcutta Stevedores Association deal with other kinds of cargo such as ore and have not much business in loading or unloading of tea chests or gunnies. It is argued that when persons dealing on such a small scale are agreeable to the arrangement, bigger dealers like the Master Stevedores Association should not find any difficulty in accepting the terms of agreement. But it has to be said that the stevedores who are members of the Master Stevedores Association being persons who deal to a large extent in loading and unloading of gunnies and tea chests are the persons most affected by the arrangement and if they feel that restrictions on them of the kind set out in the agreement are onerous and would lead to hardship they cannot be compelled to agree to the terms.

21. The Expert Committee laid down in paragraph 8 of their decision that single sling of bag cargo should consist of not less than 12 bags and booking of labour should be done on the weight basis, a minimum of two gangs being booked when double slings are worked. But the Committee did not consider it necessary to fix the number of tea chests or gunny bales and the minimum number of gangs for the obvious reason that the sizes and weights of the tea chests and gunny bales varied considerably. Indeed the Regional Labour Commissioner (Central) admits that this must be the reason for not fixing the number of tea chests or gunny bales.

22. A point is tried to be made out that if the terms of the agreement are not acceded to it will adversely affect the employment of labour. This is no doubt the opinion of the Regional Labour Commissioner (Central), Calcutta, but the Deputy Dock Manager states in his evidence that "there will be no adverse effect on the scheme as more ships are expected to arrive if the work in the port improves." Whatever might be the effect on labour if the terms of the agreement are not endorsed, there can be no denying the fact that the agreement fetters the discretion of the employers in adjusting the weight to be loaded in the slings at a time for the purpose of booking labour gangs. It is pointed out by Shri Bishwanath Dubey that the arrangement of the tea chests in two of the photographs does not safeguard the Safety Rules of the Port and he relies upon the evidence of the Deputy Dock Manager who says that as the strings do not touch the tea chests there is danger to safety. I must therefore state that the stevedores while exercising their discretion should not exercise it arbitrarily or capriciously and should adjust the weights without in any way violating the safety rules of the port. If they do not observe these safeguards they will be taking a risk. Shri Bishwanath Dubey also relies upon Ex. A which is a circular of the Dock Labour Board dated 18th November 1953 whereby the seven members of the Master Stevedores Association were enjoined to continue the liberal practice they were following. But this was only intended to be an interim measure and cannot help the workmen.

23. With these observations I hold that the arrangement as evidenced by the Exhibits B and C cannot be enforced against the Master Stevedores Association and they cannot be pinned down to a fixed number of tea chests nor can they be compelled to provide $1\frac{1}{2}$ gangs irrespective of the weight. I also hold that as

the provision in paragraph 11 of the Expert Committee's decision is only recommendatory and the stevedores are made the sole arbitrator of the conditions under which they should continue liberal booking, their discretion to adjust according to circumstances cannot be fettered.

An award is therefore passed in the above terms.

The 19th August 1954.

C. BHAKTAVATSALU, *Chairman*,
Central Government Industrial Tribunal, Calcutta.
[No. LR2(246).]

New Delhi, the 6th September 1954

S.R.O. 2977.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Dhanbad, in the matter of an application under section 33A of the said Act from Shri Benarsi Tewari, a workman of the Adjai Second Colliery.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 37 OF 1954

(arising out of Reference No. 6 of 1952)

In the matter of an application U/s 33A of Industrial Disputes Act, 1947

PRESENT.

Shri L. P. Dave, B.A., LL.B.—*Chairman*.

PARTIES

Benarsi Tewari, Tub Checker, Adjai Second Colliery, Charanpur, Burdwan
(W.B.)—*Complainant*.

Vs.

Messrs. Bengal Coal Co. Ltd.'s Adjai Second Colliery, Charanpur, Burdwan
(W.B.)—*Opposite Party*.

APPEARANCES

Shri Sunil Basu Roy, Organizing Secretary, Colliery Workers Union, G.T. Road, Asansol—*For the Complainant*.

Shri U. S. P. Sinha, Manager, Adjai Second Colliery, Charanpur, Burdwan
(W.B.)—*For the Opposite Party*.

AWARD

This is a complaint under section 33A of the Industrial Disputes Act.

2. The complainant has alleged that the opposite party contravened the provisions of section 33 of the Industrial Disputes Act, by dismissing him on 11th July 1952 during the pendency of Reference 6 of 1952 without the express permission of the Tribunal. The opposite party has opposed the complaint on various grounds.

3. It was firstly contended that the complainant was not a workman as defined by the Industrial Disputes Act and hence the complaint would not be maintainable. The complainant was admittedly working as a Tub Checker. Unfortunately, neither party has produced any evidence to show what his duties were, or to show whether he had to do manual or clerical work or not. I give no finding on this point, as the complaint fails on other grounds.

4. It was then contended that the complaint should be dismissed as it was not duly verified as required by law. I would not have dismissed the complaint on this technical ground, but allowed the complainant to verify it now; but as it fails on other grounds, I need not consider the point.

5. It was then urged that the complaint should be dismissed, as it has been filed after an unreasonable delay. In my view, the contention must be upheld.

6. As I said above, the complainant has filed this complaint under section 33A, Industrial Disputes Act, on the allegation that the opposite party dismissed him during the pendency of Reference 6 of 1952 without the permission of the Tribunal and thereby contravened the provisions of Section 33 of the Act.

7. Section 33 of the Act *inter alia* prohibits an employer during the pendency of proceedings before a Tribunal from dismissing a workman without the permission of the Tribunal. Section 33A provides that if an employer contravenes the provisions of section 33 of the Industrial Disputes Act, the aggrieved employee may make a complaint to the Tribunal about it. Section 33A, however, does not provide in express terms the time during which the complaint under that section should be made. But it does not give a right to an aggrieved workman to make a complaint after an indefinite period. It is implicit in the section that the complaint must be made within a reasonable time of the act complained of. The true position would be that a complaint under this section must be made as far possible during the pendency of the proceedings and if it is made after such pendency, it should be made within a reasonable time. See the decision of Labour Appellate Tribunal in the case of General Motors (India) Ltd., 1954, Vol. 1, L.L.J., p. 676. It is true that this was a case under section 23 of the Industrial Disputes (Appellate Tribunal) Act 1950, but that section is similar to section 33A of the Industrial Disputes Act and the principles laid down in the above case would also be applicable to the present case.

8. The award in Reference No. 6 of 1952 was published in the *Gazette of India* on 10th October 1953 and hence under section 20(3) read with section 17A of the Industrial Disputes Act the proceedings in that case must be deemed to have concluded from 10th November 1953.

9. The present complaint has been filed on 23rd March 1954. The complainant was dismissed on 11th July 1952. As I said above, the proceedings in Reference 6 of 1952 concluded from 10th November 1953. This would mean that the complaint is filed more than five months after the pendency of the proceedings were over, and more than 20 months after the alleged breach of section 33 of the Industrial Disputes Act. There can be no doubt that there has been unreasonable delay in filing the complaint. No explanation is offered about it. The complaint must therefore be dismissed on this ground.

10. The complaint would fail on merits also. The complainant was served with a charge sheet to the effect that in spite of repeated warnings, there was no improvement in his loading, and that too many bricks and other extraneous materials were loaded with coal during his shift, and this was shown to him. In his reply to his charge sheet, the complainant did not deny the allegation that stones and other extraneous materials were found loaded along with coal. He only said that it was not possible for one tub checker to supervise three sections. He also suggested that working sections were not clear from stones, bricks etc. and it was the duty of the management to get them removed. Now so far as the working sections were concerned, they were near each other. The stones etc. were not in the working stools. These excuses had no substance.

11. In this connection, I may also point that the complainant and others had previously been warned about bad loading; but none alleged that proper supervision was not possible, because of there being three sections, or because of stones, bricks etc. lying there. The allegations of the complainant were thus not true.

12. It appears that after the complainant's dismissal, he approached the Works Committee and the Labour Union. The latter wrote a letter to the management, who showed all papers to them. The Union thereupon stated that they were satisfied that the dismissal was proper.

13. After this, the complainant wrote two letters from his home town on 1st September 1952 and 9th September 1952 respectively requesting that all his dues, including notice pay for one week, should be sent to him by Money Order; and accordingly an amount of Rs. 31-12-0 was sent to him. This would show that the complainant accepted his dismissal (or discharge).

14. On the whole, I think that the complainant's dismissal was proper and justified; and his complaint fails on merits also. It also fails because it is filed after unreasonable delay. It is therefore dismissed.

I pass my award accordingly.

The 9th August 1954.

(Sd.) L. P. DAVE, Chairman,
Central Government's Industrial Tribunal, Dhanbad.

[No. LR.2(365)/1.]

S.R.O. 2978.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madurai, in the matter of an application under section 33A of the said Act from Shri K. K. Mohammed and others, stevedore workmen in the Cochin Port.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, MADURAI

Monday, the 12th July 1954.

PRESENT

Shri E. Krishnamurthi, M.A., B.L. Industrial Tribunal at Madurai.

INDUSTRIAL DISPUTE NOS. 136 (CENTRAL) TO 246 (CENTRAL)/53

BETWEEN

K. K. Mohammed (Stevedore Worker) (I.D. No. 136(C)/53)
 Manassery Domenic (Stevedore Worker) (I.D. No. 137(C)/53)
 Ibrahim Kunhumon (Stevedore Worker) (I.D. No. 138(C)/53)
 A. M. Bava (Stevedore Worker) (I.D. No. 139(C)/53)
 K. B. Abdullah (Stevedore Worker) (I.D. No. 140(C)/53)
 Abdullah Mammu (Stevedore Worker) (I.D. No. 141(C)/53)
 Perachan John (Stevedore Worker) (I.D. No. 142(C)/53)
 Beerankutty Abu (Stevedore Worker) (I.D. No. 143(C)/53)
 Muhammed Hussan (Stevedore Worker) (I.D. No. 144(C)/53)
 A. K. Abdulrahman (Stevedore Worker) (I.D. No. 145(C)/53)
 K. B. Mohamed (Stevedore Worker) (I.D. No. 146(C)/53)
 Bava Kader (Stevedore Worker) (I.D. No. 147(C)/53)
 Ahmad Ali (Stevedore Worker) (I.D. No. 148(C)/53)
 Hassan Sayed (Stevedore Worker) (I.D. No. 149(C)/53)
 M. S. Majeed (Stevedore Worker) (I.D. No. 150(C)/53)
 K. K. Hassan (Stevedore Worker) (I.D. No. 151(C)/53)
 Chawaro Xavier (Stevedore Worker) (I.D. No. 152(C)/53)
 Ottapalam Moity (Stevedore Worker) (I.D. No. 153(C)/53)
 P. Madhavan (Stevedore Worker) (I.D. No. 154(C)/53)
 A. P. Peter (Stevedore Worker) (I.D. No. 155(C)/53)
 K. B. Sabastian (Stevedore Worker) (I.D. No. 156(C)/53)
 Sammi Vincent (Stevedore Worker) (I.D. No. 157(C)/53)
 Lonan Thomas (Stevedore Worker) (I.D. No. 158(C)/53)
 Sowrial Marsili (Stevedore Worker) (I.D. No. 159(C)/53)
 Markose Varuthu (Stevedore Worker) (I.D. No. 160(C)/53)
 Moideen Kunhu Mammali (Stevedore Worker) (I.D. No. 161(C)/53)
 P. K. Varthu (Stevedore Worker) (I.D. No. 162(C)/53)
 George Element (Stevedore Worker) (I.D. No. 163(C)/53)
 Jacky Antony (Stevedore Worker) (I.D. No. 164(C)/53)
 Augustine Lazar (Stevedore Worker) (I.D. No. 165(C)/53)
 A. Ali (Stevedore Worker) (I.D. No. 166(C)/53)
 Ouso Bastian (Stevedore Worker) (I.D. No. 167(C)/53)
 S. P. Kunhan (Stevedore Worker) (I.D. No. 168(C)/53)
 Cheeku Mani (Stevedore Worker) (I.D. No. 169(C)/53)
 P. J. Peter (Stevedore Worker) (I.D. No. 170(C)/53)
 K. R. Seemon (Stevedore Worker) (I.D. No. 171(C)/53)
 A. K. Abdurahiman (Stevedore Worker) (I.D. No. 172(C)/53)
 K. Abdullah (Stevedore Worker) (I.D. No. 173(C)/53)
 V. K. Mammoonhi (Stevedore Worker) (I.D. No. 174(C)/53)
 Ibrahim Ismail (Stevedore Worker) (I.D. No. 175(C)/53)
 P. P. Kutty (Stevedore Worker) (I.D. No. 176(C)/53)
 M. Ahmed Kunhu (Stevedore Worker) (I.D. No. 177(C)/53)
 Abdulla Ismail (Stevedore Worker) (I.D. No. 178(C)/53)
 N. A. Hassan (Stevedore Worker) (I.D. No. 179(C)/53)
 M. A. Hameed (Stevedore Worker) (I.D. No. 180(C)/53)
 C. K. Abubacker (Stevedore Worker) (I.D. No. 181(C)/53)
 Kalvatty Poo Koya (Stevedore Worker) (I.D. No. 182(C)/53)
 K. M. Khalid (Stevedore Worker) (I.D. No. 183(C)/53)
 Beerankutty Bava (Stevedore Worker) (I.D. No. 184(C)/53)
 Narayanan Krishnan (Stevedore Worker) (I.D. No. 185(C)/53)
 Karappan Veerttil Mammed (Stevedore Worker) (I.D. No. 186(C)/53)
 M. Nidru (Stevedore Worker) (I.D. No. 187(C)/53)
 K. M. Aliar (Stevedore Worker) (I.D. No. 188(C)/53)
 Ponnani Ummer (Stevedore Worker) (I.D. No. 189(C)/53)
 I. Abdulrahiman (Stevedore Worker) (I.D. No. 190(C)/53)

K. Aliar (Stevedore Worker) (I.D. No. 191(C)/53)
 C.A. Khalid (Stevedore Worker) (I.D. No. 192(C)/53)
 Bastian Sammy (Stevedore Worker) (I.D. No. 193(C)/53)
 Moideen Kunhali (Stevedore Worker) (I.D. No. 194(C)/53)
 Ali Moidunny (Stevedore Worker) (I.D. No. 195(C)/53)
 K. Mahin (Stevedore Worker) (I.D. No. 196(C)/53)
 K.T. Moidunny (Stevedore Worker) (I.D. No. 197(C)/53)
 P.A. Hassan (Stevedore Worker) (I.D. No. 198(C)/53)
 B. Ibrahim (Stevedore Worker) (I.D. No. 199(C)/53)
 H.K. Kaseen (Stevedore Worker) (I.D. No. 200(C)/53)
 Bava Kunhumarakkar (Stevedore Worker) (I.D. No. 201(C)/53)
 B. Bava (Stevedore Worker) (I.D. No. 202(C)/53)
 Nettloor Bavoo (Stevedore Worker) (I.D. No. 203(C)/53)
 Aldru Bava (Stevedore Worker) (I.D. No. 204(C)/53)
 Pocker (T) Alavi (Stevedore Worker) (I.D. No. 205(C)/53)
 Jack. Thomas (Stevedore Worker) (I.D. No. 206(C)/53)
 Ibrahim Ali (Stevedore Worker) (I.D. No. 207(C)/53)
 Adimakutty Ibrahim (Stevedore Worker) (I.D. No. 208(C)/53)
 C.M. Mammu (Stevedore Worker) (I.D. No. 209(C)/53)
 Sainuddeen (Stevedore Worker) (I.D. No. 210(C)/53)
 Bukhari Pareekutty (Stevedore Worker) (I.D. No. 211(C)/53)
 M. Ali (Stevedore Worker) (I.D. No. 212(C)/53)
 P.O. Moideenkutty (Stevedore Worker) (I.D. No. 213(C)/53)
 Parced Khalid (Stevedore Worker) (I.D. No. 214(C)/53)
 T.A. Koya (Stevedore Worker) (I.D. No. 215(C)/53)
 Abdul Gani (Stevedore Worker) (I.D. No. 216(C)/53)
 K. Parced Pulla (Stevedore Worker) (I.D. No. 217(C)/53)
 M. Mammi (Stevedore Worker) (I.D. No. 218(C)/53)
 Beervu Mohamed (Stevedore Worker) (I.D. No. 219(C)/53)
 Atta Bava (Stevedore Worker) (I.D. No. 220(C)/53)
 Moideenkutty Ummer (Stevedore Worker) (I.D. No. 221(C)/53)
 Ayanu Parced (Stevedore Worker) (I.D. No. 222(C)/53)
 A.P. Mammoonhi (Stevedore Worker) (I.D. No. 223(C)/53)
 Abdu Hassan (Stevedore Worker) (I.D. No. 224(C)/53)
 Mathilakam Muhammunny (Stevedore Worker) (I.D. No. 225(C)/53)
 P.A. Kisto (Stevedore Worker) (I.D. No. 226(C)/53) I
 Anthony Jaimes (Stevedore Worker) (I.D. No. 227(C)/53)
 Manassary Albert (Stevedore Worker) (I.D. No. 228(C)/53)
 Varudu Anthony (Stevedore Worker) (I.D. No. 229(C)/53)
 Pechan Antony (Stevedore Worker) (I.D. No. 230(C)/53)
 T.M. Moideen (Stevedore Worker) (I.D. No. 231(C)/53)
 P.J. Rappel (Stevedore Worker) (I.D. No. 232(C)/53)
 P.K. Gangadharan (Stevedore Worker) (I.D. No. 233(C)/53)
 K.S. Peter (Stevedore Worker) (I.D. No. 234(C)/53)
 Ouseph Anueley (Stevedore Worker) (I.D. No. 235(C)/53)
 Ina Kadudooz (Stevedore Worker) (I.D. No. 236(C)/53)
 Achakko John (Stevedore Worker) (I.D. No. 237(C)/53)
 Rappel Luis (Stevedore Worker) (I.D. No. 238(C)/53)
 P.J. Danial (Stevedore Worker) (I.D. No. 239(C)/53)
 L.V. Khalid (Stevedore Worker) (I.D. No. 240(C)/53)
 Manasserry Gaurial (Stevedore Worker) (I.D. No. 241(C)/53)
 Sanjon Josa (Stevedore Worker) (I.D. No. 242(C)/53)
 Thummi Pathro (Stevedore Worker) (I.D. No. 243(C)/53)

....Petitioners.

AND

- (1) Mr. S.M. Sooppukutty, Stevedore, Mattancherry, Cochin—1st Respondent.
 (2) M/s. Goverdhan Hathibhoy & Company, Mattancherry, Cochin—2nd Respondent.

AWARD

By G.O.L.R. 2(345)I, dated 13-10-1952, the Government of India, Ministry of Labour New Delhi the Industrial dispute between the Cochin P or Stevedores and the workmen employed by them was referred to this Tribunal for adjudication..

2. These several petitions have been filed by the respective petitioners under Section 33-A of the Industrial Disputes Act against the common respondents (1) Mr. S. M. Sooppukutty and (2) M/s. Goverdhan Hathibhoy and Company.

3. The allegations in the several petitions, as well as the counters filed by the respondents, are practically identical.

4. It is alleged on behalf of the respective petitioners, that they are stevedore workers and members of the Cochin Thuramukh Thozhilali Union, that M/s.

Goverdhan Hathibhoy and Company were carrying on stevedoring work as agents for the Ambika Steamship Company through their representative Mr. S. M. Sooppukutty, that an award was passed on 2nd February 1952, that since then the stevedoring workers in the port of Cochin have been grouped into seventy-eight gangs each gang consisting of 18 men, that the respective petitioners belong to different gangs, that on 28th June 1953 in contravention of the existing practice and in violation of the terms of the award, Mr. Sooppukutty employed new men completely alien to the work, and denied employment to the several applicants, the regular stevedore workers scheduled to go to work by rotation, that the action of the employer is a violation of the *Status Quo Ante*, and that therefore the respondents should be directed to reinstate the discharged workmen and compensate them for the loss sustained.

5. In the several counters it is alleged for the 1st respondent Mr. Sooppukutty, that the workmen recruited to do stevedoring work are all regular stevedoring workmen of the port, that the terms of the interim award have been complied with, that the petitions under section 33-A do not lie, that there is no question of reinstatement as there has been no discharge, that the petitioners were at no time workmen under the opposite party, and that the several petitions should be dismissed.

6. Similar contentions have been raised by the second respondent.

7. The issues that arise for determination are:—

1. Whether the several petitioners are "workmen concerned" under the opposite parties?
2. Whether there is a contravention of section 33 of the Industrial Disputes Act?
3. Whether these petitions lie and are maintainable?
4. To what relief including reinstatement and or compensation are the several petitioners entitled?

8. *Issues Nos. 1 and 2.*—All these petitions have been tried together at the request of parties and the common evidence has been recorded in I. D. No. 136 (Central) of 1953.

9. According to the petitioners, they are all stevedore workers, working in the port of Cochin, and members of the Cochin Thuramukha Thozhilali Union. The second respondent M/s. Goverdhan Hathi Bai and Company are agents of the Ambika Steamship Company and the stevedoring work is being carried on by their representative S. M. Sooppukutty, the first respondent. From 28th June 1953, in contravention of the existing practice and in violation of the terms of the award, Mr. Sooppukutty employed new men completely alien to the work denying employment to the several petitioners. Thus it is their case, that the respondents are guilty of a clear violation of the *Status Quo Ante* during the pendency of adjudication in I. D. No. 18 (Central) of 1951, and that necessary reliefs should be granted to them under section 33-A of the Industrial Disputes Act of 1947.

10. In the first place, the contention has been raised by Mr. G. B. Pai that in any case the petitions cannot lie and are misconceived against the second respondent M/s. Goverdhan Hathi Bai and Company. It is alleged in the petitions that the respondents are employers Nos. 17 and 90 respectively. In the reference dated 18th July 1951, there are the names of only 22 employers and among these No. 17 is Sooppukutty. In the further reference dated 8th November 1952 No. 68 is M/s. Goverdhan Hathi Bai and Company and in the combined list of employers they are No. 90. The interim award referred to by the petitioners is dated 18th December 1951 and was published in February 1952. It is based on a compromise. The second respondent was not a party to the compromise. It is urged by Mr. Pai that the 2nd respondent is not bound by the compromise to which he was not a party and the interim award based thereon. The above contention must be accepted, and the 2nd respondent cannot be held to be guilty of breach of terms of the award dated 18th December 1951.

11. Secondly, the 2nd respondent company were the agents of the Ambika Steamship Company. Even according to the petitioners the 1st respondent Mr. Sooppukutty was carrying on the stevedoring work of the said steamship company. It cannot be held to have been proved on the evidence that the several petitioners were in the employ of the second respondent the steamer agents

at any time, or that they were workmen concerned of the second respondent within the meaning of Section 33 of the Industrial Disputes Act.

12. On behalf of the petitioners Ex. W. 1 to M. 12 have been relied upon. Ex. W. 4 and W. 5 dated 16th April 1952 are letters written by Tejpal Liladhar, Stevedoring Contractor, to the Secretary, Cochin Thuramukha Thozhilali Union, complaining of misbehaviour on the part of the members of the Union, who worked as stevedore labourers on the "S. S. Ambika". Ex. W. 3, dated 20th April 1952 is the letter of the Secretary, of the Union to Tejpal Liladhar to the effect that the Labourers involved in the pilfering had been suitably warned. Ex. W. 1 is a letter dated 10th June 1952 sent by the Commander "S. S. Ambika" to the Cochin Thuramukha Thozhilali Union complaining that one of their union members P. R. Sulaiman had broken two cases of Pineapples and stolen three tins of the said case. It cannot be held that these letters have a material bearing on the question at issue or that they prove the petitioners contention that they were workmen of M/s. Goverdhan Hathi Bai and Company. Ex. W. 1, dated 27th June 1953 is a letter addressed by Goverdhan Hathi Bai and Company to the Secretary, Cochin Thuramukha Thozhilali Union. It is mentioned therein, that the steamer "S. S. Ambika" was calling at the port, and that the company stevedores were going to entrust the work to somebody else other than the usual stevedore workers, that the terms of the interim award had been fully implemented, that the several workers had been grouped into gangs in accordance with the award, that their employment by rotation had been approved, and that if workers other than those working in the steamers were employed either by Goverdhan Hathi Bai and Company or by their stevedores they would be guilty of contravention of the existing practice. This letter addressed to the second respondent is not helpful in sustaining the contention on behalf of the petitioners, and does not prove the petitioners case that they were workmen concerned at any time of M/s. Goverdhan Hathi Bai and Company.

13. I shall refer to the other letters filed on behalf of the petitioners. Ex. W. 6 and W. 12 are letters that passed between P. A. Abdul Rahiman Kutty and Cochin Thuramukha Thozhilali Union in the months of August and September 1951. Ex. W. 6 relates to "S. S. Nurjehan" and Ex. W. 10 to "S. S. Nadir". It is stated by Abdul Rahiman Kutty in his letters, that the persons whom he had engaged as stevedore labourers, even though non-unionists, had been working under him from 10 to 20 years. These letters also do not have any material bearing on the question whether the several petitioners were working under the 2nd respondent.

14. Both parties have filed a memo. to the effect that the evidence in I. D. Nos. 83 to 126 (Central) of 1953 may be treated as oral evidence in the present petitions also. A perusal of the evidence therein is also not helpful in sustaining the contention of the petitioners so far as the second respondent is concerned.

15. Considering the entire evidence, I am of opinion, that it has not been proved, that the several petitioners were ever under the employ of, or the "workmen concerned" at any time, of the second respondent M/s. Goverdhan Hathi Bai and Company. The latter are only the steamer agents for the Ambika Steamship Company, and have been, as alleged in the several petitions, carrying on work through their agent and representative Mr. Sooppukutty. The petitions are not maintainable against the 2nd respondent.

16. In the second place, I shall deal with the petitioners' case so far as the first respondent Sooppukutty is concerned. The contention on behalf of the several petitioners is, that the first respondent is a party to the interim award and that he is guilty of violation of the terms of the award and also the *Status Quo Ante*. Taking the award in question, it is stated in paragraph 1 as follows:—

- (1) The Stevedores may continue to engage men as at present until Government of India Employment Exchange commences work at Cochin and is in a position to supply stevedore labour.
- (2) When Employment Exchange is in a position to supply labour the stevedores shall engage the labour they require through the exchange and not directly.
- (3) The registration of the workmen of the Employment Exchange shall be according to the recommendation of the Committee mentioned in Section VI (1) hereunder. In making its recommendation the committee shall give preference to the labour employed in stevedoring work at this port for over 18 months on this day and who are members of the Cochin Thuramukha Thozhilali Union."

17. The first contention of Mr. Pai is, that Section 33-A of the Industrial Disputes Act should be strictly interpreted, and that it contemplates a change in the conditions of service, existing at the time of the commencement of the proceeding i.e., prior to 18th July 1951. It is argued, that the petitioners' case that there has been a contravention of the terms of the interim award, and therefore of section 33 of the Industrial Disputes Act, cannot be countenanced because the interim award was subsequent to the date of the reference which is 18th July 1951. This argument is certainly entitled to acceptance considering the language of Section 33.

18. Apart from this it is also contended by Mr. Pai, that according to the interim award, the stevedoring workers were to be engaged by the stevedores as per the practice then existing, till the Government of India Employment Exchange began to function, and that preference was to be given to the members of the Cochin Thuramukha Thozhilali Union while recommending names to the Exchange. It is admitted that there has been no registration of stevedoring labour till now by the employment exchange. In these circumstances, it cannot be held, that there is any contravention of the terms of the interim award, if the stevedores engaged workers as usual and otherwise than through the exchange.

19. The next argument of Mr. Pai is, that even granting that according to the terms of the award, the stevedore labourers were to be split up into gangs and rotated as between the several stevedores, there is no satisfactory proof of the fact that this practice has not been complied with. The evidence of Mr. Raghavan in I. D. Nos. 83 to 126 (Central) of 1953, was that every one of the employers was agreed that the stevedores workman should be constituted into 78 gangs, that each gang should be given equal employment, and that as per this agreement workmen were employed as stevedore labourers from 2nd February 1952. The contention of Mr. Pai is, that even on the allegations in the petitions, that the stevedore labourers were grouped into gangs and were rotated as between the several stevedores, there is no continuity or guarantee of employment under any particular stevedore and that these present petitions cannot lie. In other words it is argued, that the very fact of splitting up into gangs and of rotation implies that the workers were only employed on a casual basis, and that as soon as their work was completed for the day there was automatic termination of employment. The mere fact that some gangs may work under a particular stevedore for some time would not make any difference to the position that their employment was casual. Obviously, there were thousands of stevedore labourers and it cannot be said that any particular stevedore labourer was an employee of any particular stevedore. In this view also the petitioners cannot say that they were the workmen of the first respondent.

20. Moreover, no stevedore was under any obligation to employ only the gangs of labourers supplied by the Cochin Thuramukha Thozhilali Union. In other words the stevedores were at liberty to employ non-union men also, provided they had been working as stevedore labourers in the port of Cochin. There is nothing in the interim award entailing on the stevedores the duty of employing only stevedore labourers of the Cochin Thuramukha Thozhilali Union or the labourers supplied by that Union. I have already referred to the letter dated 27th June 1953. It is alleged that the workers in the port had been grouped into 78 gangs, and that if workers other than those who were working in the steamer "S. S. Ambika" were employed it amounted to a violation of law and interim award. There is no basis for the assumption that all the stevedore labourers working in the port of Cochin were grouped into 78 gangs. The allegation can at best mean that the members of the Cochin Thuramukha Thozhilali Union were grouped into 78 gangs. It is alleged in the petition, that the several petitioners were members of one or other of the gangs. In the letter Ex. W. 7, dated 8th August 1951 it is stated as follows by the president of the Cochin Thuramukha Thozhilali Union:—

"We have the honour to inform you that we have not given any instructions to the effect that non-union workers should not be allowed but have instructed both the workmen as well as stevedores that only union men and such of others who have worked in the past year only be entertained."

In Ex. W. 10 Abdul Rahimankutty pointed out that the prevention of employment of non-union men amounted to change in the *Status Quo Ante*. It is clear that the President of the Cochin Thuramukha Thozhilali Union of which the present petitioners claim to be members, declared that there was no objection to the employment of non-unionist provided they had worked in the past

in the Cochin Port. If according to the interim award the stevedores could engage men according to the practice then existing, there was no objection to their employing persons other than members of the Cochin Thurahukha Thozhilali Union, provided they had worked in the Port of Cochin. There is no satisfactory proof on behalf of the present petitioners, that persons other than those who had worked in the port of Cochin had been employed by Sooppukutty. On the contrary in I. D. Nos. 83 to 126 (Central) of 1953 there was evidence establishing, that workers who had been working in the Port of Cochin in the past and experienced in stevedoring work were employed.

21. In the third place it is argued by Mr. Raghavan, that the respondents are guilty of violation of the "*Status Quo Ante*" prevailing prior to the date of reference, and that in this view also they have contravened Section 33 of the Industrial Disputes Act. So far as the period prior to 18th July 1951 is concerned it is clear that the state of Affairs was chaotic. There were thousands of stevedore labourers and there was no security of employment of any kind. By no means can it be said that any of the petitioners, or for the matter of that, any other stevedoring worker working in the Port of Cochin was an employee of any particular stevedore. It is clear that there was no muster roll. There was no registration of workers. The splitting of workers into gangs and rotating them as between the several stevedores was brought in only under the interim award. In this connection the observations in Shipping Employees Union and Sri J. N. Majumdar and others, 1954, I, L.L.J., 888 are important. There the matter related to the employment of tally clerks. It was held that a tally clerk was not a permanent employee of the company and had no right to be continued in employment indefinitely. It is perfectly clear, that the stevedore labourers were taken in for a particular job, and that their employment ceased when the job was finished. No stevedore could compel any worker to accept a job even when he was unoccupied. Nor could such a worker force himself upon any stevedore. In other words, the entire body of stevedore workers was indeterminate. Merely because a stevedore labourer was employed for a day or two by a particular stevedore, it did not mean that the stevedore was compelled to employ him for the rest of his life. It was because such a confused state of affairs existed that the reference was made. The contention on behalf of the petitioners that there has been a violation of the *Status Quo Ante* is equally untenable.

22. On a consideration of the entire evidence and all facts and circumstances, I am of opinion, that none of the respondents is guilty of contravention of section 33 of the Industrial Disputes Act and that the petitioners were not the workmen concerned and employed under the respondents.

23. *Issue No. 3.*—In view of my finding as above, these petitions cannot be entertained under Section 33 of the Industrial Disputes Act.

24. *Issue No. 4.*—The petitioners are not entitled to any relief.

25. The several petitions are dismissed. No order as to costs. An award is passed accordingly.

Dated at Madurai, this the 12th day of July 1954.

(Sd.) E. KRISHNAMURTHI,
Industrial Tribunal at Madurai.

List of Witnesses Examined.

<i>For the Petitioners</i>		<i>For the Respondents</i>	
W. W. 1	Biravu Ismail	M. W. 1	C. P. Ramachandra Menon.
W. W. 2	M. K. Raghavan	M. W. 2	Adam Khader.

List of Documents marked

For the Petitioners: —

- Bx. W. 1. Letter dated 27-6-1953 from the Secretary, Cochin Thurahukha Thozhilali Union to M/s. Goverdhan Hathibhoy and Company, Mattancherry.
- W. 2. Letter dated 10-6-1952 from the Cammander, S.S. Ambika Steam Navigation Company Limited, Cochin to the President, Thurahukha Thozhilali Union, Cochin.
- W. 3. Letter dated 20-4-1952 from the Secretary, Cochin Thurahukha Thozhilali Union to Mr. Tejpal Liladhar, Stevedore, Mattancherry.

- W. 4. Letter dated 16-4-1952 from Mr. Tejpal Liladher, Cochin to the Secretary, Cochin Thuramukha Thozhilali Union, Cochin.
- W. 5. True copy of letter received by Mr. Tejpal Liladhar, Stevedore, Cochin, from his principals, complaining about the pilfering.
- W. 6. Letter dated 7-8-1951 from P.A. Abdulrahiman Kutty to the Secretary, Cochin Thuramukha Thozhilali Union, Cochin.
- W. 7. Letter dated 8-8-1951 from the Secretary, Cochin Thuramukha Thozhilali Union to Mr. P.A. Abdulrahiman Kutty, Stevedore, Cochin, in reply to Ex. W. 6.
- W. 8. Letter dated 11-8-1951 from the Secretary, Cochin Thuramukha Thozhilali Union to Mr. P.A. Abdulrahiman Kutty, Stevedore, Cochin.
- W. 9. Letter dated 12-8-1951 from Mr. P.A. Abdulrahiman Kutty Stevedore, Cochin to the President, Cochin Thuramukha, Thozhilali Union, Cochin in reply to Ex. W. 8.
- W. 10. Letter dated 2-9-1951 from Mr. P.A. Abdulrahiman Kutty, Stevedore Cochin, to the Secretary, Cochin Thuramukha Thozhilali Union, Cochin.
- W. 11. Letter dated 13-9-1951 from Mr. P.A. Abdulrahiman Kutty, Stevedore, Cochin, to the Secretary, Cochin Thuramukha Thozhilali Union, Cochin.
- W. 12. Letter dated 15-9-1951 from the Secretary, Cochin Thuramukha Thozhilali Union Cochin, to Mr. P.A. Abdulrahiman Kutty, Stevedore, Cochin, in reply to Ex. W. 10 and 11.

For the Respondents —'Nil'.

(Sd.) E. KRISHNAMURTHI,
Industrial Tribunal at Madurai.

[No. LR.2(345).]

P. S. EASWARAN, Under Secy.